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12 **ASPIRIANT, LLC**

13  
14 UNITED STATES DISTRICT COURT  
15 CENTRAL DISTRICT OF CALIFORNIA  
16 WESTERN DIVISION  
17

18 **ASPIRIANT, LLC,**

19 Plaintiff,

20 vs.

21 **ASPIRATION ASSET MANAGERS,**  
22 **LLC; ASPIRATION PARTNERS, LLC**  
23 **and DOES 1 through 10,**

24 Defendants.  
25  
26  
27  
28

} Case No. **CV 15-01200 TJH (JEMx)**

} **STIPULATED DISMISSAL WITH**  
} **PREJUDICE [JS-6]**

} Fed. R. Civ. P. 41(a)(1)(ii)

WHEREAS, Plaintiff Aspiriant, LLC (“Aspiriant”), on the one hand, and Defendant Aspiration Partners, LLC, now known as Aspiration Partners Inc. by virtue of a statutory conversion (“Aspiration”), on the other hand, have agreed to settle the disputes and claims in issue between them as set forth below and request that the Court dismiss this action in its entirety as to all parties, including “Doe” defendants, but maintain jurisdiction to enforce the terms of their agreement pursuant to *K.C. v. Torlakson*, 762 F.3d 963 (9th Cir. 2014), as follows:

#### **A. JURISDICTION**

1. On February 19, 2015, Aspiriant filed a complaint against Aspiration Asset Managers, LLC and Does 1-10 alleging claims for infringement of federally registered services mark under 15 U.S.C. § 1114; false designation of origin and statutory unfair competition under 15 U.S.C. § 1125; and common law unfair competition.

2. On August 24, 2015, Aspiriant filed a First Amended Complaint adding Aspiration Partners, LLC as a defendant.

3. This Court has subject matter jurisdiction over this action pursuant to 15 U.S.C. §§ 1119 and 1121, and 28 U.S.C. §§ 1331 and 1367 because this action presents questions arising under the trademark laws of the United States to which Congress has granted concurrent subject matter jurisdiction to the federal courts. This Court has supplemental jurisdiction over Aspiriant’s related claim under state law.

4. This Court has personal jurisdiction over Aspiration as its principal place of business is in Los Angeles County, California.

5. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b), (c) and (d).

#### **B. FACTS**

1. On March 16, 2008, Aspiriant applied to register, and on June 23, 2009, obtained, a service mark registration on the Principal Register of the United States

1 Patent and Trademark Office pursuant to Certificate of Registration No. 3,644,535 of  
2 the word mark ASPIRIANT in International Class 35 for “Tax consultation and  
3 preparation services; business management services; and tax planning and advice  
4 services” (the “535 Mark”).

5 2. On March 16, 2008, Aspiriant applied to register, and on September 15,  
6 2009, obtained, a service mark registration on the Principal Register of the United  
7 States Patent and Trademark Office pursuant to Certificate of Registration No.  
8 3,803,698 of the word mark ASPIRIANT in International Class 36 for “Financial  
9 management services; financial wealth management services, investment and advice;  
10 estate planning and advice and financial consulting in the field of charitable planning  
11 services; Financial planning in the form of charitable planning, namely, developing  
12 customized charitable giving programs to optimize available tax benefits and for  
13 making donations to others” (the “698 Mark”).

14 3. On November 24, 2009, Aspiriant applied to register, and on September  
15 15, 2009, obtained, a service mark registration on the Principal Register of the United  
16 States Patent and Trademark Office pursuant to Certificate of Registration No.  
17 3,810,806 of a word and design mark consisting of a capital “A” extending up from a  
18 solid, dark, vertically-oriented rectangle in International Class 35 for, “Tax  
19 consultation and preparation services; business management services; and tax  
20 planning and advice services” (the “806 Mark”).

21 4. On November 24, 2009, Aspiriant applied to register, and on June 29,  
22 2010, obtained, a service mark registration on the Principal Register of the United  
23 States Patent and Trademark Office pursuant to Certificate of Registration No.  
24 3,810,807 of a word and design mark consisting of a capital “A” extending up from a  
25 solid, dark, vertically-oriented rectangle in International Class 36 for, “Financial  
26 management services; financial wealth management services, investment and advice;  
27 estate planning and advice and financial consulting in the field of charitable planning  
28 services; financial planning in the form of charitable planning, namely, developing

1 customized charitable giving programs to optimize available tax benefits and for  
2 making donations to others” (the “807 Mark”).

3 5. On April 24, 2014, Aspiration’s predecessor in interest, Aspiration  
4 Asset Managers, LLC, applied to register, and on July 21, 2015, obtained, a service  
5 mark registration on the Principal Register of the United States Patent and Trademark  
6 Office pursuant to Certificate of Registration No. 4,778,449 of the word mark  
7 Aspiration for, “Financial services, namely, a total portfolio offering for high net  
8 worth clients consisting of both separate accounts and mutual funds for equity and  
9 fixed income investments; financial services, namely, assisting others with the  
10 completion of financial transactions for stocks, bonds, securities and equities;  
11 financial services, namely, investment advice, investment management, investment  
12 consultation and investment of funds for others, including private and public equity  
13 and debt investment services; financial services, namely, investment fund transfer  
14 and transaction services; financial services, namely, the trading of financial  
15 instruments, securities, shares, options and other derivative products; financial  
16 services, namely, wealth management services; providing financial services with  
17 respect to securities and other financial instruments and products, namely, money  
18 management services; providing financial services with respect to securities and  
19 other financial instruments and products, namely, trading of and investments in  
20 securities and financial instruments and products for others” (the “449 Mark”).

21 6. On May 7, 2014, Aspiration Asset Managers, LLC applied to register,  
22 and on July 21, 2015, obtained, a service mark registration on the Principal Register  
23 of the United States Patent and Trademark Office pursuant to Certificate of  
24 Registration No. 4,778,559 of the word mark ASPIRATION DO WELL. DO  
25 GOOD. in International Class 36 for, “Financial services, namely, a total portfolio  
26 offering for high net worth clients consisting of both separate accounts and mutual  
27 funds for equity and fixed income investments; financial services, namely, assisting  
28 others with the completion of financial transactions for stocks, bonds, securities and

1 equities; financial services, namely, investment advice, investment management,  
 2 investment consultation and investment of funds for others, including private and  
 3 public equity and debt investment services; financial services, namely, investment  
 4 fund transfer and transaction services; financial services, namely, the trading of  
 5 financial instruments, securities, shares, options and other derivative products;  
 6 financial services, namely, wealth management services; providing financial services  
 7 with respect to securities and other financial instruments and products, namely,  
 8 money management services; providing financial services with respect to securities  
 9 and other financial instruments and products, namely, trading of and investments in  
 10 securities and financial instruments and products for others” (the “’559 Mark”).

11 7. Aspiration Asset Managers, LLC properly assigned all title, interest, and  
 12 goodwill in the ’449 and ’559 Marks, as well as all other common law marks,  
 13 registrations, and applications including the letter string “a-s-p-i-r” it owned, if any,  
 14 to Aspiration.

15 8. Aspiration has represented that Aspiration Asset Managers, LLC no  
 16 longer exists as a legal entity, whether under that or any other name and whether in  
 17 that or any other form.

18 9. Aspiriant contends that (i) Aspiration’s service marks are confusingly  
 19 similar to Aspiriant’s ASPIRIANT word marks in that they are used to identify  
 20 similar or overlapping services and in their sight, sound, and meaning, thus creating a  
 21 likelihood of confusion between the parties and their services; (ii) the stylized capital  
 22 letter “A” used without limitation on the home page of Aspiration’s  
 23 www.Aspiration.com Web site is confusingly similar to Aspiriant’s ‘806 and ‘807  
 24 Marks and contributes to causing a likelihood of confusion between the parties and  
 25 their services; and (iii) the color palette used for Aspiration’s www.Aspiration.com  
 26 Web site is similar to the color palette used for Aspiriant’s www.Aspiriant.com Web  
 27 site.

28 10. Aspiration denies Aspiriant’s contentions a(i) – (iii), above.

11. Aspiriant and Aspiration wish to settle this litigation and resolve all disputes among them.

**C. The Parties' Agreement**

The parties have agreed as follows:

1. Aspiration will as quickly as is reasonably possible amend the description of services in its '449 and '559 service mark registrations, as well as the description of its services in any other service mark registration or service mark application it owns for any mark that includes an "A-S-P-I-R" letter string, to remove all references to "high net worth" clients and to specify that all its services are intended for or targeted at "low- and mid-net worth" clients and/or investors;

2. While Aspiriant, its affiliates, successors and assigns, maintain any service mark registration for ASPIRIANT or are using ASPIRIANT as a service mark commercially and in commerce, Aspiration, its successors and assigns, shall not apply to register any service mark containing the letter string "A-S-P-I-R" if the description of services refers to "high net worth" clients or investors or does not specify that all its services are intended for or targeted at "low-" and/or "mid-net worth" clients, persons, entities, or investors;

3. While Aspiriant, its affiliates, successors and assigns, maintain any service mark registration for ASPIRIANT or are using ASPIRIANT as a service mark commercially and in commerce, Aspiration, its affiliates, successors and assigns, shall not describe, market or advertise any of its services as intended for high-net worth clients, persons, entities, or investors;

4. Nothing herein shall prohibit Aspiration, its affiliates, successors and assigns, from providing services to high-net worth clients, persons, entities, or investors at their request provided that Aspiration, its affiliates, successors and assigns, have fully complied with provisions c(1) – (3), above.

5. Aspiriant, its affiliates, successors and assigns, may describe any or all of their services as directed at, provided to, or appropriate for high-net worth clients, persons, entities and investors;

6. Aspiriant, its affiliates, successors and assigns, shall be free to describe, market, and advertise any or all of their services as directed at, provided to, or appropriate for clients, persons, entities, or investors in any or all other wealth categories;

7. While Aspiration, its affiliates, successors and assigns, maintain any service mark registration for ASPIRATION or are using ASPIRATION as a service mark commercially and in commerce, and while Aspiriant, its affiliates, subsidiaries and assigns, also are using ASPIRIANT as a service mark commercially and in commerce, Aspiration, its affiliates, successors and assigns, shall not use as part of their color palette, i.e., the colors it uses to represent its business and services and convey its business' image, in any context or medium any of the blue-range colors identified by reference to the CMYK spectrum in Exhibit A immediately below,

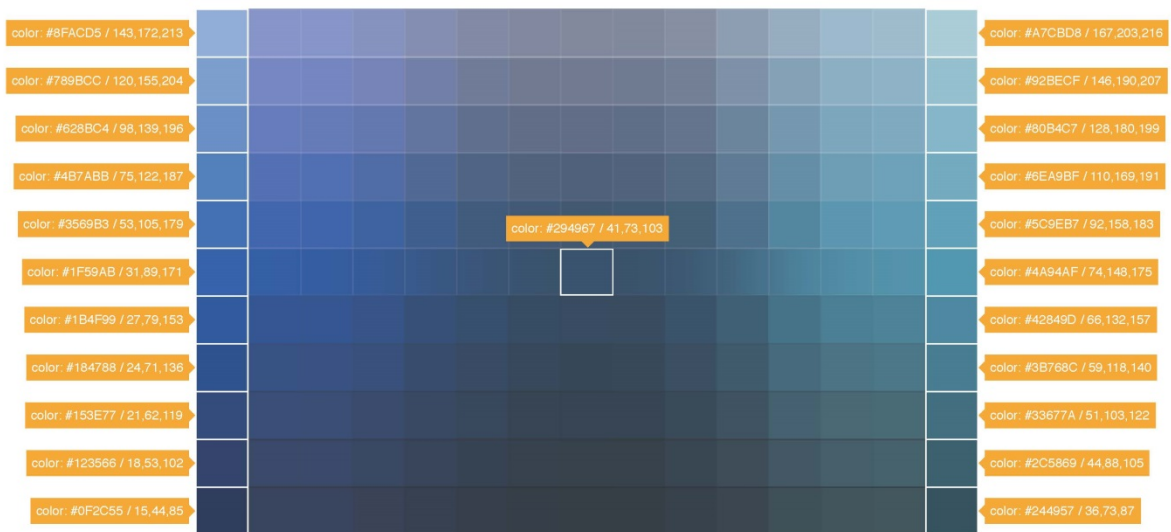


Exhibit A

1 or any of the orange-range colors identified by reference to the CMYK spectrum in  
 2 Exhibit B immediately below.

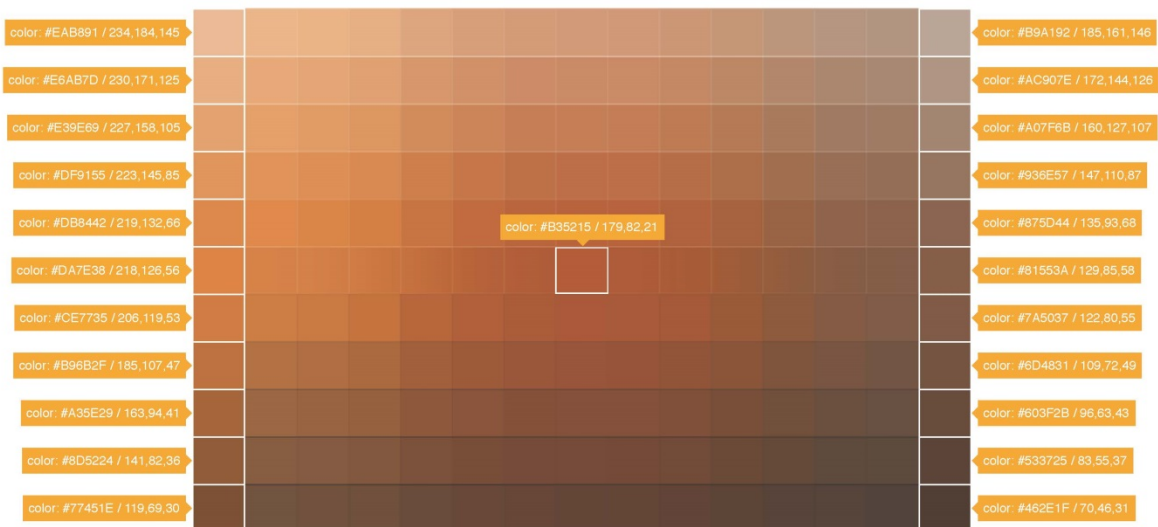


Exhibit B

8. Nothing in paragraph 7, above, shall restrict or prohibit Aspiration, its affiliates, successors and assigns, from using any color in any context not involving its color palette. By way of example, Aspiration, its successors and assigns, shall be free to use photographs of persons dressed in clothing within the orange-range colors identified in Exhibit B depicted against a background sky falling within the blue-range colors identified in Exhibit A.

9. Aspiration, its affiliates, successors and assigns, may continue to use the stylized "A" currently on the home page of its Web site and shown immediately below:

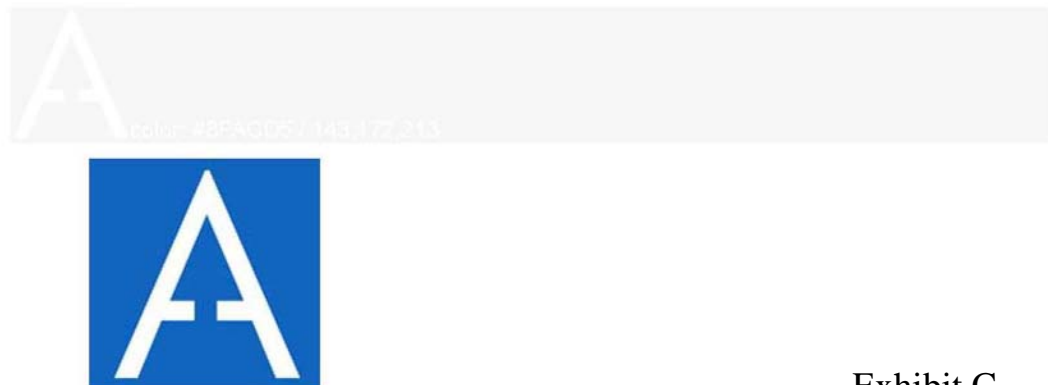


Exhibit C

1 The stylized “A” may be used standing alone or beginning the word “Aspiration” to  
 2 identify Aspiration, its affiliates, successors and assigns, or their services but  
 3 Aspiration, its affiliates, successors and assigns may not display the stylized “A”  
 4 extending from a box or rectangle unless Aspiriant abandons the ‘806 and ‘807  
 5 Marks without adopting any other form of “A” mark. For avoidance of doubt,  
 6 Aspiration, its affiliates, successors and assigns, may continue to use the stylized “A”  
 7 in a box on social media as reflected in Exhibit D immediately below subject to the  
 8 parties’ agreement concerning the use of color palette colors.



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16 10. The parties action will be dismissed, with prejudice.

17 11. Each party will bear its own fees, costs, and expenses incurred in  
 18 connection with their dispute resolved hereby, their litigation; and the negotiation,  
 19 preparation, and execution of their settlement agreement and documents related  
 20 thereto.

21 12. The terms recited herein represent the entire agreement and  
 22 understanding of the parties with respect to the subject matter hereof and supersede  
 23 all prior agreements and understandings of the parties.

24 13. The prevailing party in any action brought to enforce the terms of their  
 25 settlement shall be entitled to recover its costs and reasonable attorneys’ fees.

26 14. The parties represent that their attorneys have reviewed and approved  
 27 the form and content of their settlement agreement and the parties have therefore  
 28

1 entered into their settlement after making an informed decision. As a result, the terms  
2 hereof shall not be interpreted to the advantage or disadvantage of either party.

3 15. The parties' settlement agreement shall not be modified except in a  
4 writing signed by all parties to it.

5 16. No waiver of any provision hereof shall be effective unless agreed to in  
6 writing by the party against whom such waiver is sought to be enforced. The waiver  
7 of any violation hereof shall not constitute a waiver of any other or subsequent  
8 violation, whether similar or not.

9 17. The parties have acknowledged that the provisions contained herein are  
10 required for the reasonable protection of the interests of the parties. If any provision  
11 hereof is invalid under any applicable rule of law, such provision shall not apply  
12 where such invalidating law applies and such invalidity shall not affect other  
13 provisions hereof, which can be given effect without the invalid provisions. To that  
14 end, the provisions hereof are declared to be severable. The above notwithstanding,  
15 such invalid provisions shall be construed and enforced (to the extent permitted by  
16 applicable law) in accordance with the original intent of the parties as herein  
17 expressed.

18 18. Aspiriant and Aspiration, along with each one's respective officers,  
19 directors, shareholders, members, affiliates, associates, subsidiaries, predecessors,  
20 successors, assigns, attorneys, agents, employees, partners, trustees, beneficiaries,  
21 representatives, and all persons acting by, through, under or in concert with them,  
22 hereby releases the other, along with the other's officers, directors, shareholders,  
23 members, affiliates, associates, subsidiaries, attorneys, predecessors, successors,  
24 assigns, agents, employees, partners, trustees, beneficiaries, representatives, and all  
25 persons acting by, through, under or in concert with them, of and from the claims  
26 made, or that could have been made, in the litigation, and any and all claims and  
27 causes of action, actions, suits, proceedings, defenses, affirmative defenses,  
28 obligations, liabilities, demands, damages, losses, costs, attorneys' fees and/or

1 expenses of any nature that each party at any time had, owned or held from the  
 2 beginning of time to the date of execution of the parties' settlement agreement related  
 3 to the marks referenced herein or to the subject matter of their litigation.

4 19. The parties' settlement agreement may be executed in counterparts,  
 5 including through the exchange of telefax or .pdf transmissions, each of which shall  
 6 be deemed an original, but all of which together shall constitute one and the same  
 7 instrument.

8 20. The parties shall execute such other documents and instruments as are  
 9 reasonably necessary to implement or effectuate the provisions of their settlement  
 10 agreement.

11 21. The parties' settlement agreement shall be governed by and construed in  
 12 accordance with the laws of the United States of America and, to the extent  
 13 applicable, the laws of the State of California.

14 22. The Court shall have continuing jurisdiction to enforce the terms of the  
 15 parties' settlement as provided by *K.C. v. Torlakson*, 762 F.3d 963 (9th Cir. 2014).

16 Pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure, this  
 17 action is ordered dismissed in its entirety with prejudice, and without an award of  
 18 costs or attorneys' fees to any party, but subject to the Court's continuing jurisdiction  
 19 to enforce the terms hereof.

20 IT IS SO ORDERED.

21 DATED: April 22, 2016



22 Hon. Terry J. Hatter, Jr.  
 23 United States District Judge  
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